

CONTRACT #5
RFS # 348.00-00286
FA # Pending
Edison # Pending

**Tennessee Bureau of
Investigation**

VENDOR:
George Lutz



BILL HASLAM
Governor

TENNESSEE BUREAU OF INVESTIGATION

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4000
TDD (615) 744-4001



MARK GWYN
Director

June 3, 2011

Ms. Leni Chick
Contract and Audit Coordinator
8th Floor, Rachel Jackson Building
320 Sixth Avenue North
Nashville, Tennessee 37243

RE: Automated Container System Coordinator
Tennessee Methamphetamine Task Force

Ms. Chick:

I respectfully request favorable comment by the Fiscal Review Committee on the subject contract. I have enclosed the non-competitive contract request approval from Finance and Administration along with the Supplemental Documentation forms for your review.

The proposed contract concerns a coordinator for the State Automated Container System (ACS) program recently necessitated by the cancellation of federal funding for the cleanup of clandestine methamphetamine laboratories. The cancellation of such funding has required the State to establish and maintain a network of specifically designed containers to house the highly corrosive and potentially explosive chemicals associated with methamphetamine production. This coordinator will oversee all aspects of the implementation and maintenance of the system to include information sharing across State, federal and local law enforcement agencies. The proposed vendor has extensive experience with both methamphetamine programs and with the computer networks inherent to establishing Tennessee's new system.

Attempting to secure these services by other means would result in significant delays implementing this program and would likely not result in any benefit to the State. The TBI is attempting to avoid any such delays due to the potentially dangerous situation resulting from unmitigated clandestine laboratories.

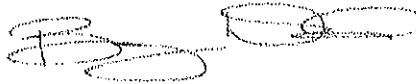
This request is not made sixty days prior to the requested start date due to the recent creation of the ACS program.



INTERNATIONALLY ACCREDITED SINCE 1994

If you have any questions or need any additional information, please do not hesitate to contact me at 615-744-4296 or bryan.noel@tn.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Noel", with a stylized flourish at the end.

Bryan Noel
Attorney
Tennessee Bureau of Investigation



INTERNATIONALLY ACCREDITED SINCE 1994

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Bryan Noel, TBI	*Contact Phone:	615.744.4296
*Original Contract Number:		*Original RFS Number:	34800-00286
Edison Contract Number: (if applicable)		Edison RFS Number: (if applicable)	
*Original Contract Begin Date:	1 July 2011	*Current End Date:	30 June 2012
Current Request Amendment Number: (if applicable)		NA	
Proposed Amendment Effective Date: (if applicable)		NA	
*Department Submitting:		Tennessee Bureau of Investigation	
*Division:			
*Date Submitted:		3 June 2011	
*Submitted Within Sixty (60) days:		No	
If not, explain:		Automated Container System Coordinator (New Meth Cleanup Program)	
*Contract Vendor Name:		George Lutz	
*Current Maximum Liability:		\$300,000.00 per year	
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
FY: 2011	FY: 2012	FY: 2013	FY: 2014
\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)			
FY:	FY:	FY:	FY:
\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		NA	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		NA	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		NA	
*Contract	State:	Federal:	\$300,000

Effective October 30, 2009

Supplemental Documentation Required for
Fiscal Review Committee

Funding Source/Amount:				
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Method of Original Award: <i>(if applicable)</i>				
*What were the projected costs of the service for the entire term of the contract prior to contract award?				

Effective October 30, 2009

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Effective October 30, 2009

Non-Competitive Contract Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: ASPRS.ASPRS@state.tn.us

*Approved Contract & Open
Favorable Review by
Fiscal Review Committee*

APPROVED

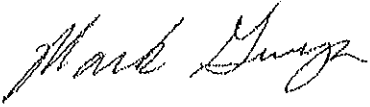
Mark A. Eubank

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	34800-00286		
Contracting Agency	Tennessee Bureau of Investigation		
Proposed Contractor	George Lutz		
Proposed Contract Period - with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	60 months		
Maximum Contract Cost - with ALL options to extend exercised	\$ 300,000		
Office for Information Resources Endorsement - information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached	
eHealth Initiative Support - health-related professional, pharmaceutical, laboratory, or imaging service	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached	
Human Resources Support - state employee training service	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached	
Has the contracting agency bought the subject service before?			
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, it was procured by... <input type="checkbox"/> RFP <input type="checkbox"/> Another Competitive Method <input type="checkbox"/> Non-Competitive Negotiation			
Service Description - brief summary only - do NOT restate the proposed scope of service			
<p>This contract is for the procurement of an Automated Container Service program coordinator. The coordinator will oversee the development the recently created methamphetamine cleanup system to be used across the State. Duties for this position include: placement of specialized containers (certified by the EPA and DEA) to house highly corrosive and potentially explosive chemicals used in the production of methamphetamine in various locations across the State; generation of reports detailing the specifications of the containers, their locations, and security - and forward them through the TBI to the EPA and DEA; coordination of training for local law enforcement and State personnel; establishment and maintenance of system compatibility between the TMIS and NPLEX systems as required in recent legislation; and generation of annual reports for grant implementation.</p>			
Explanation of Need for or Requirement Placed on the State to Acquire the Service			
<p>The federal funding for the cleanup of clandestine methamphetamine laboratories has expired and is not returning. As a result, local law enforcement is now responsible for</p>			



Request Tracking #	34800-00286
<p>the clean-up and storage of the highly toxic and sometimes dangerous chemicals seized in connection with meth production. The State legislature along with the TBI, DEA and other law enforcement has developed a plan for rapid deployment to avoid any unnecessary exposure of the public to the dangers of the chemicals involved in meth production. As the funding has already expired, time is absolutely of the essence in implementing this plan. The requested contract is for the hiring of a program coordinator who has the requisite computer skills, leadership experience and familiarity with methamphetamine production necessary to perform this job satisfactorily. The proposed candidate possesses all of these and can pass the background check associated with the position.</p>	
<p>Name & Address of the Contractor's Principal Owner(s) -- NOT required for a TN state education institution</p> <p>George Lutz, [REDACTED]</p>	
<p>Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>See attached resume and documents</p>	
<p>Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>Other methods of procurement are not in the best interest of the State. The immediate implementation of this program is being pushed at all levels of State government. An RFP would leave this highly public program without a program coordinator for several months during its establishment.</p>	
<p>Justification -- specifically explain why non-competitive negotiation is in the best interest of the state</p> <p>A non-competitive contract is in the best interest of the State for several reasons. First, the expiration of federal clean-up funds came largely unpredicted and has necessitated the rapid creation and implementation of the State container system. This system will require the coordination of hundreds of local law enforcement agencies across the State and with the federal government. A RFP would result in needless delays in placing a program manager in place during the critical time that the program is being created. Second, the proposed contract is written with a one-year initial term with options to extend in accordance with the model language. If in the future it becomes in the best interest of the State to change directions, the State can elect not to exercise those options. Finally, the proposed position requires not only significant computer skills and experience but also familiarity with methamphetamine production. The proposed contractor has provided nationwide training for law enforcement concerning clandestine methamphetamine laboratories, developed and maintained the equivalent of the TN Meth Information System (TMIS) in Michigan, managed testing and certification for firefighter training, and spent over twenty years in the military. TMIS is currently maintained by National Guard members who are in the process of being deployed overseas in support of Operation Enduring Freedom. As retired military, the proposed contractor would allow for a seamless transition that would not be possible with another contractor. Sorting through the applicants for this position in an RFP would likely result in no benefit to the State -- as we would likely end up with a less qualified individual -- all the while, the ACS program would be without a coordinator. For the foregoing reasons, it is in the best interest of the State to grant the requested non-competitive contract.</p>	

Request Tracking #	34800-00286
Agency Head Signature and Date -- <i>MUST</i> be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances	
 5-17-11	



**CONTRACT**

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date July 1, 2011		End Date June 30, 2012		Agency Tracking # 34800-00286		Edison Record ID											
Contractor Legal Entity Name George Lutz						Edison Vendor ID											
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor			CFDA #		FEIN or SSN (optional) [REDACTED]												
Service Caption (one line only) Automated Container System Coordinator																	
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount												
TOTAL:																	
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input type="checkbox"/> NO																	
Ownership/Control <input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:																	
Selection Method & Process Summary (mark the correct response to confirm the associated summary) <table border="0"> <tr> <td><input type="checkbox"/> RFP</td> <td>The procurement process was completed in accordance with the approved RFP document and associated regulations.</td> </tr> <tr> <td><input type="checkbox"/> Competitive Negotiation</td> <td>The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.</td> </tr> <tr> <td><input type="checkbox"/> Alternative Competitive Method</td> <td>The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.</td> </tr> <tr> <td><input checked="" type="checkbox"/> Non-Competitive Negotiation</td> <td>The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.</td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td>The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."</td> </tr> </table>								<input type="checkbox"/> RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.	<input type="checkbox"/> Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.	<input type="checkbox"/> Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.	<input checked="" type="checkbox"/> Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.	<input type="checkbox"/> Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."
<input type="checkbox"/> RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.																
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<input type="checkbox"/> Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."																
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					OCR USE - FA												
Speed Code		Account Code															

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE BUREAU OF INVESTIGATION
AND
GEORGE LUTZ**

This Contract, by and between the State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the "State" and George Lutz, hereinafter referred to as the "Contractor," is for the provision of the Tennessee Methamphetamine Task Force Automated Container System (ACS) Coordinator, as further defined in the "SCOPE OF SERVICES."

The Contractor is Individual.

Contractor Federal Employer Identification, Social Security, or Edison Registration ID # [REDACTED]

Contractor Place of Incorporation or Organization: Chattanooga

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor will act in the capacity of ACS Coordinator as directed by the TMTF Director and is responsible for performing the following non-exhaustive list of tasks: establishment and coordination between agencies for the ACS program; development of programs related to the TN Meth Intelligence System (TMIS); develop new approaches to complex law enforcement coordination barriers; evaluating task force programs; enhancing Task Force coordination activities among the public, and government agencies; maintains sensitivity to confidential matters; plans and coordinates special events such as training; makes or assist in travel and meeting arrangements; answers questions and concerns of the general public, employees, federal, state and local government agencies through telephone calls, personal contact, forum or on-the-spot presentations; develops and distributes informational brochures for the Meth Task Force; record, report, detail, promote and disseminate Task Force initiatives, success and accomplishments; provides information directly to state and local law enforcement boards by active service and participation in boards and committees; maintain effective working relationships with federal, state and local law enforcement.
- A.3. The Contractor is responsible for working with the Task Force Staff and Director to prepare monthly, quarterly and annual reports for the executive board, and grant related work reports for administration and Department of Justice compliance with the Bureau of Justice Assistance and/or Community Oriented Policing programs; designs, plans and directs, the dissemination of information pertinent to various laws of interest to the LE community; publicizes task force initiatives and other programs that will advance the Task Force and LE efforts; develops and maintains a library of resource materials for use by the task force members; personally writes brochures and other outreach materials; proofreads, and edits correspondence, press releases, reports, memoranda, monthly newsletter and telephone roster for task force use; maintains correspondence, memoranda, reports, etc.

B. CONTRACT PERIOD:

- B.1. This Contract shall be effective for the period beginning July 1, 2011, and ending on June 30, 2012. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an

increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed SIXTY THOUSAND DOLLARS (\$60,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
ACS Program Coordinator	\$ 55,000.00 / per year

- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. All compensation for travel must be pre-approved by the Tennessee Methamphetamine Task Force Director.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Bureau of Investigation
Attn: Fiscal Department – Invoice
901 R.S. Gass Boulevard
Nashville, Tennessee 37216

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Bureau of Investigation
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
 - b. The Contractor understands and agrees that an invoice under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the

State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).

- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination

in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance

with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*

- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Tommy Farmer, ASAC
Tennessee Bureau of Investigation
1110 Market Street, Suite 332
Chattanooga, Tennessee 37402
tfarmer@rid-meth.org
Telephone # 423-752-1479
FAX # 423-267-8983

The Contractor:

George Lutz

Telephone # [REDACTED]

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

- E.7. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

IN WITNESS WHEREOF,

GEORGE LUTZ:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE BUREAU OF INVESTIGATION:

MARK GWYN, DIRECTOR

DATE

ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	34800-00286
CONTRACTOR LEGAL ENTITY NAME:	GEORGE LUTZ
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	[REDACTED]

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

GEORGE LUTZ

[REDACTED]

[REDACTED]

SUMMARY

Experienced manager and public speaker with a strong training background to include adult education, testing, and certification programs and technologies with an emphasis on law enforcement, military, and emergency response training. Deep experience with computer-related technologies including software implementation, website design, computer and network system design, repair, and implementation. Track record of bringing and implementing leading edge technologies, standards, and practices into the workplace.

PROFESSIONAL EXPERIENCE

Network Environmental Systems, Training Division, Michigan Office (Folsom, CA/ Aug 2005-Oct 2010)

Responsible for nationwide and international delivery of the Methamphetamine Clandestine Laboratory training programs to law enforcement officers and other first responders.

- Traveled to and present on-site training programs, as well as, assess, evaluate, develop, and monitor training programs and instructors on a regular basis.
- Developed and present methamphetamine related articles for publication in the company's Clandestine Safety Academy newsletter.
- Developed training materials to include, manuals, presentations, illustrations, and graphics.
- Developed and maintain relationships with current and potential new U.S. and International clients.

Pinelodge Computer Services, Owner and Operator (Lansing, MI/ May 1995-Present)

Troubleshoot and resolve computer problems; build and upgrade computer systems and LAN's; install software and perform general maintenance for clients; assist company owners and department heads in determining hardware and software requirements; and tutor clients on use of hardware and software.

Michigan State Police, Special Investigation Division (Lansing, MI/ Dec 2003-Aug 2005)

Responsible for statewide administration of fire investigation training and methamphetamine clandestine laboratory training programs.

- Traveled to and present methamphetamine clandestine laboratory training programs throughout Michigan to law enforcement, fire, and EMS communities as well as the general public.
- Developed training materials to include, manuals, presentations, illustrations, and graphics.
- Conducted research and evaluated fire investigation and methamphetamine clandestine laboratory response equipment.
- Developed and maintained a statewide methamphetamine clandestine responder database.
- Provided case support for investigative and intelligence gathering of assets for methamphetamine clandestine drug laboratories.



- Investigated and dismantled methamphetamine clandestine drug laboratories as a methamphetamine responder and Site Safety Officer of the MSP Methamphetamine Interdiction Team.
- Assessed, evaluated, developed, and monitored training programs for compliance with federal and state laws, rules, and accreditation standards.

Michigan State Police, Michigan Fire Fighters Training Council (Lansing, MI/Jul 2001-Dec 2003)

Solely responsible for statewide administration of the Michigan Fire Fighters Training Council's testing and certification programs, which incorporated a menu of more than 50 courses.

- Monitored feedback and solicited client input.
- Evaluated and developed testing instruments.
- Trained test proctors and practical skills test evaluators.
- Managed testing personnel, processes and systems.
- Administered certification programs, monitoring these programs for compliance with federal and state laws, administrative rules and standards.
- Developed administrative and procedural manuals.
- Acted as the unit Americans with Disabilities Act (ADA) Coordinator.
- Developed and maintained council website and applications.
- Developed and maintained web based forms and electronic interactive forms and documents.

United States Coast Guard (Traverse City, MI/ May 1995-Jul 2001)

Actual Military enlistment was 21.5 years

Head of the enlisted training department and the enlisted flight examining board.

- Developed, supervised, and mentored the command Airman Program.
- Supervised and managed a 10 member flight examining board.
- Instructed and evaluated aircrew on proper aircraft maintenance and aircrew search and rescue duties providing weekly feedback to supervisors.
- Developed and managed a training computer laboratory, providing instruction to students on the Microsoft operating system and Microsoft Office applications.
- Advised senior executives on the development and implementation of training programs, as well as appropriate delivery methods.
- Designed database applications, providing implementation and training on developed databases.
- Managed flight and hazardous duty pay records for 52 enlisted members.
- Managed and assigned enlisted members to a daily flight schedule.
- Assisted the system manager with workstations running the Microsoft Windows operating system, overseeing system management, network configuration and operation, software installation and configuration, technical support, and training.
- Managed a technical support center providing after hours PC support to all personnel, provided laptop configurations and training to traveling aircraft maintenance crews.
- Developed multimedia presentations as needed by senior executives.
- Supervised and scheduled duties of an 8-member duty crew.
- Maintained a Secret Clearance.



Elmwood Township Fire Department (Traverse City, MI/1995-Jul 2001)

Responsible for the departments Health and Safety Program.

- Developed standard operating procedures for emergency response to hazardous materials incidents insuring compliance with NFPA standards as well as federal, state, and local requirements.
- Developed standard operating procedures for emergency response to terrorism incidents insuring compliance with federal and state laws, rules, and standards.
- Provided training in vehicle extrication procedures including tool use as well as emergency scene procedures.
- Developed, supervised, and provided training in department Health and Safety program which included; self contained breathing apparatus standards and use, physical fitness standards and requirements, and equipment programs, such as "Lock-out/Tag-out" procedures and compliance.
- Acted as the Incident Safety Officer maintaining the safety aspect of emergency scene control for single and multiple alarm incidents.

Michigan Fire Fighters Training Council (Traverse City, MI/1998-Jul 2001)

Instructor

- Developed and delivered a performance-based curriculum for vehicle extrication. Curriculum includes an Instructor's Guide, Student Guide, PowerPoint presentation, and videos.
 - Evaluated post class student response as well as supervisor feedback to ensure course met actual field requirements.
- Provided firefighting classroom and hands on field training and evaluation.
- Provide a yearly Vehicle Extrication Train-the-Trainer to Michigan State certified instructors.

United States Coast Guard (Elizabeth City, NC / 1990-1995)

Actual Military enlistment was 21.5 years

Lead instructor for the HH-65A helicopter training program.

- Developed, revised, and taught a six week performance based training course for aircraft systems maintenance of the HH-65A helicopter
- Evaluated post class student response, as well as supervisor feedback to ensure course met actual field requirements.
- Updated the course to meet changing technology.

EDUCATION

Michigan State University, East Lansing, MI

Present GPA: 3.2

- Bachelor of Social Science
- Major: Criminal Justice

TUI University, Cypress, CA

2009 GPA: 3.5

- Disenrolled prior to degree completion to attend Michigan State University.



Kaplan University, Chicago, IL	2004	GPA:3.9
<ul style="list-style-type: none"> • Disenrolled prior to degree completion. 		
Hazardous Materials Technician Training, Lansing, MI	80 hrs	1997
<ul style="list-style-type: none"> • Certified as a Hazardous Materials Technician for the State of Michigan. 		
Fire Fighter Basic Training, Traverse City, MI	256 hrs	1996
<ul style="list-style-type: none"> • Certified as a Fire Fighter Level II. Additional certifications included Hazardous Materials Operations, Medical First Responder, and Vehicle Extrication Technician. 		
Motorcycle Instructor Training, Nashua, NH	80 hrs	1990
<ul style="list-style-type: none"> • Received training on developing proper motorcycle riding skills as well as state laws and regulations. • Instructor candidates completing this training are able to provide their students who successfully complete the Basic Riders course, paperwork accepted by 37 states for a motorcycle license endorsement with no further testing. 		
US Coast Guard Aviation Technical Training Center, Elizabeth City, NC	6 mo.	1981-82
<ul style="list-style-type: none"> • Aircraft maintenance training • Law enforcement training 		
US Coast Guard Boot Camp, Cape May, NJ	2 mo.	1981
Calais High School, Calais, ME	4 yrs	1978-81

During employment with the US Coast Guard, attended numerous law enforcement and aircraft maintenance schools as well as instructor refresher courses.

SKILLS

OPERATING SYSTEMS/SOFTWARE

- Apple OS X 10.x
- Microsoft Windows 7
- Microsoft Windows Vista
- Microsoft Windows XP
- MS DOS
- Microsoft Office Suite
- Microsoft Excel
- Microsoft PowerPoint
- Microsoft FrontPage
- Adobe Dreamweaver
- Adobe InDesign
- Adobe PageMaker

COMPUTER/NETWORKING

- TCP/IP Configuration
- LAN
- System Analysis
- Software/Hardware Troubleshooting/Repair
- Website Design

INSTRUCTIONAL

- Public speaking and Instruction
- Instructional Course Design
- Multimedia presentations

